DSHS#1162-~~15978~~17282

INTERGOVERNMENTAL AGREEMENT

TEMPORARY ASSISTANCE FOR NEEDY FAMILIES

Between The

CONFEDERATED TRIBES OF THE COLVILLE RESERVATION

And

THE WASHINGTON STATE

DEPARTMENT OF SOCIAL AND HEALTH SERVICES

1. AUTHORITY

THIS AGREEMENT is entered into between the **Confederated Tribes of the Colville Reservation (hereafter Colville Tribes)** and the Washington State Department of Social and Health Services (hereafter Department or DSHS) pursuant to their respective governmental authorities. The **Colville Tribes** is authorized to enter into this Agreement pursuant to their respective governmental authorities. The Department is authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, RCW 39.34, which permits any State agency to enter into a cooperative agreement with an Indian Tribe for their mutual advantage and cooperation.

RCW 74.08A.040 authorizes the State to coordinate and cooperate with eligible Indian Nations that elect to operate a Tribal TANF Program as provided for in Pub. L. 104-193 and 109-171 and to transfer a fair and equitable share of maintenance of effort funds (MOE) to the eligible Indian tribe.

Section 412 of the Social Security Act requires payment of federal TANF funds to Indian Nations with approved TANF plans. The Nation will provide services under its approved TANF plan in a manner that best serves the needs of its service area and population.

2. PURPOSE

It is the intention of the parties that this Agreement be liberally construed to effectuate its intent and purposes. The Colville Tribes and the Department enter into this consolidated Agreement to:

- Transfer state maintenance of effort funds (MOE funds) from the Department to the **Colville Tribes.**
- Work in partnership to coordinate state and tribal benefits and services.
- Recognize the government-to-government relationship between the tribes and the United States Government.

- Honor the tribes' inherent right to design and operate culturally relevant and appropriate programs on behalf of the population served.
- Increase the quality and efficiency of state and tribal benefits and services to Washington State native people and other eligible clients served by tribes.

3. DEFINITIONS

The **Colville Tribes** and the Department agree to the following definitions for the purposes of this Agreement.

1. Federal and State MOE Requirements (MOE Requirement): All federal and state laws and regulations that pertain to a State's ability to classify funds as Maintenance of Effort (MOE). These requirements include, but are not limited to: 42 USC 601(a), 45 CFR 260.20, 42 USC 609(a)(7), 45 CFR 263, RCW 74.08A.040, OMB Circulars A-87 and A-133, and 45 CFR 92.
2. Retrocession: The process by which an Indian nation voluntarily terminates and cedes back (or returns) a tribal TANF program to the appropriate state and federal entities, consistent with federal regulations. Retrocession includes the voluntary relinquishment of the authority to obligate or spend previously awarded state and federal funds before that authority otherwise expires.
3. State Maintenance of Effort Funds (MOE): Federally required expenditures of State funds in programs which fulfill specific Federal requirements and which serve TANF eligible families. Available DSHS MOE funding can be found in the enacted budgets.
4. TANF (Temporary Assistance for Needy Families): a program authorized by the 1996 Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) (Pub. L. 104-193), reauthorized under the Deficit Reduction Act of 2005 (DRA) (Pub. L. 109-171), and codified in Title IV-A of the Social Security Act, operated by states and Indian nations to provide financial assistance and employment and training services to eligible, needy families.
5. TFAP (Tribal Family Assistance Plan): Means the plan for implementation of the Tribal TANF program under Section 412(b) of the Social Security Act.
6. Tribal TANF Program: Means a TANF program developed by an eligible Indian Nation, or consortium of Nations, and approved by the Administration for Children and Families under Section 412 of the Social Security Act.
7. WorkFirst: The state's welfare reform program which provides support services and activities to TANF recipients and low-income families so they can find jobs, keep jobs, and become self-sufficient.
8. HHS: United States, Department of Health and Human Services.
9. Annual Report means a report consisting of all information, including and operational and financial information, required by federal and/or state law for the contracted services and funds included in this Agreement or in subsequent amendments to this Agreement.
10. Client: means an individual, or family, that is eligible for services under the terms of this Agreement.
11. General Terms and Conditions (GT&Cs): means the current "DSHS and

Indian Nation Agreement on General Terms and Conditions" in effect between the Parties.

12. Intergovernmental TANF Agreement, (IGA), or Agreement: means this Agreement between the **Colville Tribes** and the Department.
13. Monitoring: includes any planned and ongoing or periodic activity that measures and ensures the **Colville Tribes** compliance with the terms, conditions and requirements of this Agreement and the **Colville Tribes** current and approved Tribal Consolidated Services Plan.
14. Parties: means the **Colville Tribes** and DSHS, who are the Parties to this Agreement.
15. Program Agreement: means any DSHS Indian Nation Program Agreement; Interagency Agreement; Indian Nation Intergovernmental Work Order; or Core Provider Agreement in effect between the **Colville Tribes** and DSHS.
16. Single Point of Contact: means the DSHS office designated by the Department and the tribal office designated by the **Colville Tribes** to facilitate the flow of operational information, about this Agreement, between the tribe and the Department.
17. Statute: means any federal, tribal or state law now in existence or any successor, amended or replacement law.

4. REFERENCED AGREEMENTS

1. The Indian Nation and DSHS Agreement Regarding General Terms and Conditions (GT&Cs), currently in effect between the Parties, is incorporated into this Intergovernmental TANF Agreement by reference, except where this Agreement differs from the GT&Cs.

2. The Parties agree to follow the process and reporting established in the current TRIBAL-STATE MOE PARTICIPATION PARTNERSHIP PLAN IN TRIBAL TANF guidelines published by the Department's Office of Indian Policy.

5. TFAP AND SERVICE POPULATION

1. The **Colville Tribes** has a HHS approved Tribal Family Assistance Plan (TFAP), which is incorporated by reference. The TFAP is effective from **November 1, 2010** to **October 31, 2013**.

2. Consistent with its federally approved TFAP, the **Colville Tribes** agrees to continue to serve all Indian families residing in **Douglas, Ferry Okanogan, Chelan Counties and only Colville Tribal members in Grant, Lincoln and Stevens counties**.

3. The Department and the **Colville Tribes** determined that there were **810.2** tribal families receiving public assistance benefits in 1994, based on the **Colville Tribes** identified service population as identified in their TFAP.

4. The **Colville Tribes** has received federal approval of their TFAP indicating that they have complied with the requirements of the federal policy (TANF-ACF-PI-05-03, May 11, 2005 Program Instruction) relating to serving Indian families on or near the reservation service areas, including the policy provisions relating to notification of other Nations with overlapping near reservation areas. If there is a change to the **Colville Tribes** service population or geographic area under their federal TFAP and associated federal funding, the **Colville Tribes** will notify the Department. The Department will adjust the State funds and the Intergovernmental Agreement with the **Colville Tribes** accordingly to reflect these changes.

6. TRANSFER OF STATE FUNDING

1. For purposes of this Agreement, the state fiscal year is July 1 to June 30.

2. Subject to availability of State MOE funds, and the provision of subsection 8 below, the Department agrees to transfer to the **Colville Tribes** for the period **January 1, 2011** to **October 31, 2013**, up to **$6,868,975** in State MOE funds. Payments will be made in accordance with the State MOE Payment and Reporting Schedule, Exhibit B, attached and incorporated.

3. The Department agrees to pay the annual MOE amounts to the Tribe in State Fiscal Year lump sum annual payments, after the receipt and acceptance by the Department of the completed A-19 Invoice Voucher and receipt and acceptance of the reports required under Section 8 of the IGA. Payment shall be considered timely if made by the Department within thirty (30) calendar days after receipt of properly completed A-19 and reports.

4 For each SFY's payment, the Tribe may submit an A-19 invoice voucher and required reports as early as July 1 of the SFY for which the Tribe is requesting payment. However, each annual A-19 must be submitted no later than thirty (30) days after the end of the requested reimbursement state fiscal year. Annual A-19s submitted to the Department after these dates shall not be paid, unless authorized by the Secretary of the Department.

5. The Department agrees to timely review submitted A-19s and timely inform the **Colville Tribes** regarding any missing information or documentation.

6. The Department agrees to adjust funding to the **Colville Tribes** under this Agreement in accordance with any legislative action, provided that if there are significant changes impacting either Party, each reserves the right to renegotiate this Agreement.

7. For each state fiscal year (SFY), if the **Colville Tribes** does not spend MOE funds in an amount equal to the MOE funding awarded for this annual period, the difference between the amount awarded and the amount spent will be subtracted from the MOE funding awarded to the **Colville Tribes** for the next SFY(s).

8. The **Colville Tribes** will not charge the Department for services if the **Colville Tribes** has charged or will charge the State of Washington or any other party, under any other contract or agreement, for the same services.

9. Payments are subject to availability of state legislatively appropriated funds.

10. The Department agrees to adjust funding to the **Colville Tribes** under this Agreement in accordance with any legislative action.

11. The Department will notify the **Colville Tribes** of any projected or anticipated budget increase or decrease that affects any program or service contained in its TFAP. This includes one time surplus funding that could be obligated for unmet needs inservices and program development.

7. REPORTING

1. The Department reserves the right to redistribute unspent funds with prior notice to the **Colville Tribes**. (POLICY NOTE: based on reconciliation the next fiscal year funding may be adjusted or if a tribe is underspent over 30% in a SFY 3rd quarter report, funds may be redistributed to other tribes.)

2. The Parties acknowledge that if additional reporting requirements are imposed on the state that necessitates additional reporting by the **Colville Tribes**, the **Colville Tribes** will submit additional reports upon reasonable notice of the requirement.

3. The Parties agree that, at a minimum, the report will contain all information, including operational and financial information, required by applicable Federal and/or State law for the Tribal TANF program or in subsequent amendments to the **Colville Tribes** TFAP or to this Agreement.

4. By July 31, the **Colville Tribes** shall send electronic copies of its single annual report to mowrems@dshs.wa.gov as well as a printed and signed copy to:

   Department of Social and Health Services
   Indian Policy and Support Services
   P.O. Box 45105
   Olympia, WA 98504
   Attn: Director

5. Each Party will communicate with the Single Point of Contact identified by the other Party in this Agreement to discuss reporting or other issues relative to this Agreement.

6. Program related communications may continue among program personnel and need not go through the Single Point of Contact.

7. The Department's use of information contained in tribal reports is limited to the purposes for which the reports were required, unless approved by the **Colville Tribes**, the Department will not use tribal information or data to generate revenue or indirect services that will not directly benefit the **Colville Tribes**.

8. The **Colville Tribes** shall maintain all accounting records in accordance with government requirements and generally accepted accounting principles, and all transactions will be made in compliance with federal OMB circulars A-87 and A-133.

9. The **Colville Tribes** shall furnish a copy of the executive summary from its annual audit to the Department no later than the due date for filing with the Federal Government. The audit shall comply with the Single Audit Act, as amended.

State MOE Funds and Caseload

10. The **Colville Tribes** agrees to provide timely and complete quarterly reports regarding its expenditure of State MOE funds and the number of eligible families served with these funds to the Department. The Department agrees to timely review submitted reports and timely inform the **Colville Tribes** regarding any missing information or documentation.

11. MOE and caseload reports from the **Colville Tribes** are mandatory to meet state reporting requirements regarding the use of State MOE funds, as outlined in the November 27, 2000 TANF Policy Announcement (TANF-ACF-PA-00-4) issued by the United States HHS, and incorporated by reference.

12. To report the State MOE funds expended the **Colville Tribes** will complete and submit quarterly to the Department reporting form ACF-196T Tribal TANF Financial Report Form, which is attached and incorporated as Exhibit "C". The ACF-196T reporting form will be submitted within 40 days after of the end of each quarter of the federal fiscal year – i.e. by November 10th, February 10th, May 10th and August 10th.

13. To report the number of families served, the **Colville Tribes** will complete and submit Quarterly to the Department reporting form, "WA-TT-CR-01", which is attached and incorporated as Exhibit "D". The WA-TT-CR-01 form will be submitted within 40 days after of the end of each quarter of the federal fiscal year – i.e. by November 10th, February 10th, May 10th and August 10th.

14. Any funds received by the **Colville Tribes** under this Agreement shall remain subject to the reporting requirements of this section at all times, notwithstanding the termination, withholding, reduction, or conclusion of the funding period provided under this Agreement. To the extent that the **Colville Tribes** retains and spends any funds subsequent to the termination or conclusion of the funding period under this agreement, the **Colville Tribes** shall submit all required reports no later than 40 days after the end of the calendar quarter in which State MOE funds are expended.

Peformance Measure Data

15. To report the agreed upon performance measure data the **Colville Tribes** shall complete and submit form "WA-TT-CTPM-01" form, which is attached and incorporated as Exhibit "E".

The performance measure data will be submitted within 40 days after of the end of each quarter of the federal fiscal year – i.e. by November 10th, February 10th, May 10th and August 10th.

8. RESPONSIBILITIES OF THE COLVILLE TRIBES

1. The **Colville Tribes** has designated the following party as its Single Point of Contact for communication regarding operational and financial elements of this Agreement:

   Chairman, Colville Business Council
   Program Manager, Tribal TANF

2. The **Colville Tribes** shall provide services as described in its current Tribal Family Assistance Plan (TFAP). Services provided, as well as Tribal program and fiscal management shall conform to applicable federal, tribal and/or state laws and regulations.

3. The **Colville Tribes** shall comply with all applicable federal and state laws and regulations and OMB circulars governing the use of state MOE funds.

4. Consistent with its federally approved TFAP, the **Colville Tribes** shall make the final determination of tribal membership of families applying for Tribal TANF services. The **Colville Tribes** shall also determine whether such families meet the eligibility criteria for Tribal TANF services.

5. The **Colville Tribes** shall provide the Department with a list and description of the current eligibility criteria for Tribal TANF services. If and when changes or revisions of such eligibility occur, the **Colville Tribes** shall promptly inform the Department of these changes or revisions.

6. If the **Colville Tribes** requests an amendment to its TFAP which would have a significant financial impact on the Department, the **Colville Tribes** shall also notify the Department of such request and provide a copy of the proposed amendment. The Department and the **Colville Tribes** shall negotiate and reach agreement regarding any amendments to the TFAP, which would have an impact on this Agreement before the **Colville Tribes** implements the amendment. The **Colville Tribes** agrees to give the Department notice when such amendments are approved.

7. Prior to the end of the period covered by the **Colville Tribes** current and approved

TFAP the **Colville Tribes** will submit its new TFAP and an official request for a fiscal amendment for State MOE funds for the next period to the Department.

9. RESPONSIBILITIES OF THE DEPARTMENT

1. The Department has designated the following party as its Single Point of Contact for communication regarding operational and financial elements of this agreement.

   Mike Mowrey
   Tribal Relations Program Administrator – TANF
   State Tribal Relations Unit
   Community Services Division
   Economic Security Administration
   DSHS
   P.O. Box 45857
   Olympia, WA 98504-5857
   Tel. (360) 725-4656
   Michael.Mowrey@dshs.wa.gov

2. The Department shall promptly respond on a case-by-case basis to any written request by the **Colville Tribes** regarding the **Colville Tribes** eligibility to access any newly funded services.

3. The Department shall promote good faith efforts to continue the education and training of staff and contractors about tribal governments.

4. When requested by the **Colville Tribes**, the Department will support the **Colville Tribes** in its efforts to obtain waivers of regulatory requirements, associated with the services in its Tribal Plan.

5. The Department shall honor tribal law that meets or exceeds the requirements set forth in federal or state law as it pertains to this Agreement.

6. Compliance Testing.

   a. The Department may test compliance with the terms of this Agreement in a combination of ways, including but not limited to:

      i. Review of an Annual Report submitted by the **Colville Tribes** to the Department
      ii. Review of the Executive Summary and related documents from the **Colville Tribes** federal Single Audit Act audit.

   b. The Department will provide at least thirty (30) calendar days notice to the **Colville Tribes** prior to any on-site inspection and, at the request of the

Colville Tribes, consider cultural or tribal activities that might take precedence when scheduling on-site visits.

13. IMPLEMENTATION AGREEMENTS

1. The Department and the **Colville Tribes** shall complete (or update) an Operating Agreement describing the working relationship between the Department of Social and Health Services Region #1, Mobile CSO(s) and the **Colville Tribes**, including procedures for the effective transfer of cases and coordination of services that shall be performed by each party.

2. This Operating Agreement shall also include provisions to ensure that a family receiving assistance under the **Colville Tribes** TFAP may not receive assistance from another state or tribal TANF program.

3. The Department shall work in cooperation with the **Colville Tribes** to provide Tribal TANF recipients with access to Basic Food (Food Stamps), Medical Assistance, and Working Connections Child Care benefits for all recipients who meet the State's eligibility criteria. Child care policy is now set by the new Department of Early Learning (DEL) which is a separate agency from DSHS.

4. The **Colville Tribes** has its own Title IV-D child support program.

5. To provide for the transfer of information on tribal family cases and for the ongoing coordination of services for these families, the Department and the **Colville Tribes** will sign a data share agreement as a condition of receiving State MOE funds under this Agreement.

14. LIABILITY OF THE COLVILLE TRIBES FOR FAILURE TO COMPLY WITH FEDERAL AND STATE MOE REQUIREMENTS

1. Where the **Colville Tribes** expends funds in a manner inconsistent with federal and state MOE requirements or cannot demonstrate that it spent funds consistent with State MOE requirements, the **Colville Tribes** shall be liable to the Department in an amount equal to such funds as were improperly expended or are unaccounted for.

15. FUNDING REMEDIES

1. The Department maintains the authority to withhold funding under this Agreement for any of the following reasons:

   a) The **Colville Tribes** does not provide the Department with reports required under this Agreement in a timely fashion;

b) Reports provided by the **Colville Tribes** lack required information;
c) The Department has a credible basis to believe that the **Colville Tribes** is spending or has spent funds provided under this Agreement inconsistent with federal and state MOE requirements. Prior to withholding funding, under the authority of this subsection 3 of Section 15 of the IGA, the Department shall provide the **Colville Tribes** with 45 days advance written notice.
d) The **Colville Tribes** is unable to timely demonstrate that it spent funds under this agreement consistent with federal and state MOE requirements;
e) An A-133 audit or federal site visit concludes that the **Colville Tribes** is either misusing federal funds, cannot properly document that expenditures were proper, or is out of compliance with federal TANF requirements;
f) The **Colville Tribes** otherwise does not comply with the terms and conditions of the IGA.

2. The Department may take action authorized under this Section immediately despite any dispute resolution provisions provided in Section 17. The Department has the option of notifying the **Colville Tribes** in writing of the compliance issue and giving the **Colville Tribes** a reasonable time in which to cure the noncompliance.

3. If the **Colville Tribes** wishes to contest Department action taken under this section, it may do so by utilizing the dispute resolution process described in Section 17. Action taken under this section, however, shall continue and remain in effect pending the outcome of any dispute resolution process.

16. CONFLICT RESOLUTION

1. The Parties agree to work cooperatively to accomplish all of the terms of this Agreement, however, acknowledge that there may be instances in which either the Colville Tribes or the Department has not complied with the conditions of this Agreement or that clarification is necessary to interpret provisions of this Agreement. In such an instance, the **Colville Tribes** and the Department shall attempt to resolve the matter through discussions. If unsuccessful, the **Colville Tribes** and the Department agree to refer the matter to non-binding mediation.

2. Either Party may request that a mediator be selected to assist in resolving any conflict or dispute. The mediator shall be jointly selected and shall be approved by both the **Colville Tribes** and the Department. The cost of a mediator shall be born equally by the **Colville Tribes** and the Department, with neither Party using funds dedicated for the programs or services contained in this Agreement.

3. If the mediator cannot resolve the conflict or dispute then the issue shall be brought before a Disputes Board. The Disputes Board shall consist of three (3) individuals; one (1) selected by the **Colville Tribes**, one (1) selected by the Department and a third party to be chosen by the first two. The Disputes Board shall review all issues, concerns and conflicts with a goal to determine acceptable solutions for both parties. The decisions of the Disputes Board shall be final and binding on both parties.

This provision supersedes Section 8, Disputes, contained in the current "DSHS and Indian Nation Agreement on General Terms and Conditions."

17. AMENDMENT, WAIVER AND TERMINATION

1. This Agreement or any provision may be altered, amended, or waived by written agreement signed by both Parties. The Parties agree to follow the amendment process established in the current TRIBAL-STATE MOE PARTICIPATION PARTNERSHIP PLAN guidelines published by the Department's Office of Indian Policy.

2. For this Agreement, either Party may terminate the Agreement by giving the other Party forty-five (45) calendar days' written notice.

3. Termination under this Agreement is the termination of funding, which means the Department's obligation to provide future payments of state MOE funds under Exhibit A and the **Colville Tribes** obligation to provide services with the future MOE funds.

4. This section applies if the **Colville Tribes** continues to receive federal funding and operates a Tribal TANF Program. If the **Colville Tribes** terminates both federal and state funding and their entire Tribal TANF Program, then it is a retrocession covered under Section 19.

18. AFTER THE CONCLUSION OR TERMINATION OF THE FUNDING PERIOD

1. This Agreement shall remain enforceable until the last A-133 audit of the funding provided under this Agreement either has no findings or all findings are satisfactorily resolved.

19. RETROCESSION

1. If the **Colville Tribes** chooses to retrocede its Tribal TANF program prior to the end of its three-year plan, it agrees to provide the Department with notification at the same time that it notifies the Secretary of HHS. All future scheduled State funded payments shall be discontinued and any State MOE funds not expended or obligated on Tribal TANF activities as of the retrocession date shall be returned to the Department within forty-five (45) calendar days of the retrocession date.

20. TERM

1. THIS AGREEMENT shall become effective **January 1, 2011** and end on **October 31, 2013**, unless extended or terminated prior to that date, as provided herein.

21. SURVIVABILITY.

1. The terms and conditions contained in this Agreement that by their sense and context are intended to survive the expiration or termination of this Agreement shall so survive.

22. EXECUTION

THE FOLLOWING REPRESENTATIVES, by virtue of their respective representative capacities hereby approve this Agreement as affirmed by their signatures below.

Date 12/13/10

Michael O. Finley
Chairman
Confederated Tribes of the Colville Reservation

Date 12/21/10

Susan N. Dreyfus
Secretary
Department of Social & Health Services

Date 1/4/11

Troy Hutson
Assistant Secretary
Economic Services Administration

Colville TANF Program Estimated State MOE for 2010-2013 (Annual Budget)

History

Tribal TANF is authorized by the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), P.L. 104-193, as amended and reauthorized by the Deficit Reduction Act of 2005, P.L. 19-171. PROWRA gives federally recognized tribes the authority to design and operate Tribal TANF programs.

In developing a TANF program, The Confederated Tribes of the Colville Reservation (The Tribes) considers the unique economic, social, and cultural needs of their people. PRWORA encourages tribal and state governments to work cooperatively to promote beneficial and enduring changes in the welfare system.

The Tribes are provided with broad flexibility to develop and implement a Tribal Family Assistance Plan (TFAP) for providing services that meet the four (4) purposes of TANF:

- To provide assistance (or other forms of help) to needy families so that children may be cared for in their own homes or in the homes of relatives;
- To end dependence of needy parents on government benefits by promoting job preparation, work, and marriage;
- To prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies; and,
- To encourage the formation and maintenance of two-parent families.

The amount of federal funding which makes up a Tribe's Tribal Family Assistance Grant (TFAG) is based on the number of tribal families in the program's service area who received an Aid to Families with Dependent Children (AFDC) grant in 1994 and associated expenditures for that year. Once the tribe's TFAG has been determined and the TFAP has been federally approved, the state's TANF block grant is permanently reduced by the TFAG amount and these federal dollars are redistributed to the tribe.

Although not required by federal law, Washington State passed legislation in 1997 that is codified in RCW 74.08A.040 and identifies requirements for DSHS to coordinate and cooperate with Indian tribes electing to operate a TANF program and to transfer a fair and equitable amount of the state maintenance of effort (MOE) funds to the eligible Indian tribe.

This document will explain how much funding The Tribes expect to receive from Washington State, what The Tribes plan to do with the funding received from Washington State and lastly, how The Tribes and Washington State will measure the results.

The Tribes have operated a successful TANF program for the last three cycles (2001-2009). The Tribes have negotiated state MOE for each of the last three cycles and (along with and because of both federal and state funding) The Tribes have succeeded in operating a program which leads clients toward self-sufficiency in a culturally relevant manner. The Tribes recognize the state's fiscal challenges both currently and in the near term and will not seek to expand their funding this cycle; however, The Tribes plan to operate the same program and seek funding identical to the last cycle.

The budget below is what we are requesting for MOE in this cycle:

Comment [msm1]: Will you be inserting the 3-year budget you e-mailed us, as a separate attachment, before or after the below budget?

Department	TANF State		Period Covered		
Program:	TANF		From:	10/01/10	
Program Manager:	Carey Reyes John "LJ"		To:	09/30/11	
Budget Prepared by:	Stensgar Jr		Fund:	7280	
REVENUES					
		Federal	State	Other	Tribal
	Division:		7280		
	Description				
	Tribal Award				-
	BIA Award				-
	Grants & Contracts		2,424344		2,424,344
	Sales				-
	Fees				-
	Other Revenues				-
SUB-TOTAL REVENUE		-	2,424,344	-	-	2,424,344
	Indirect Cost Revenue				-
TOTAL REVENUE		$ -	$2,424,344	$ -	$ -	$2,424,344
EXPENDITURES					
		Federal	State	Other	Tribal
	Cost Center:	0	7280	0	0
	Description				
SALARIES/FRINGE					
70010	Salaries *		874,424			874,424
71100	Fringe **		288,006			288,006
SUPPLIES AND MATERIALS					
62110	Office Supplies		150,000			150,000
62310	Computer Supplies		60,000			60,000
62510	Program Supplies		80,000			80,000
PROFESSIONAL FEES					
63001	Professional Fees		20,000			20,000
63210	Consultant Service					-
63410	Sub Contracts					-
63440	Drug Testing		21,000			21,000
TELEPHONE/UTILITIES					

64010	Telephone		30,000			30,000
64020	Utilities		20,000			20,000
64025	Serenic Fees		5,000			5,000
TRAVEL/TRAINING						
65010	Travel		80,000			80,000
65210	Training		80,000			80,000
VEHICLE EXPENSES						
66015	Vehicle R&M					-
66050	Vehicle Fuel					-
66090	GSA					-
66095	Vehicle Insurance		6,000			6,000
REPAIR & MAINTENANCE						
67020	Bldg R&M		15,000			15,000
67110	Equip R&M					-
67150	Other R&M					-
EQUIPMENT						
68030	Computer Equipment		8,000			8,000
68040	Copier Equipment					-
68080	Vehicles					-
68090	Other Equipment					-
68210	Non-Cap. Equipment					-
OTHER						
69930	Property Insurance					-
69895	Other Expenses					-
MISCELLANEOUS						
att. 2	client services ***		662,194			662,194
att 2	Supportive services					-
	Commcenter		24000			24,000
						-
						-
						-
SUB-TOTAL EXPENDITURE		-	2,424,344	-	-	2,424,344
69805	Indirect Cost					-
TOTAL EXPENDITURE		$ -	$2,424,344	$ -	$ -	$2,424,344

* Salaries cover cost for program's Social Workers & Support Specialists only.

** Fringe covers cost for program's Social Workers & Support Specialists only.

*** Client Services covers only Supportive Services (described on pages 4 and 5 of this document) and does not include grants.

Along with grants, supportive services are a large part of the success of The Tribes' program. We have added a list of some of the supportive services below:

Supportive Services:

The Tribal TANF program will accommodate the needs of participants to become successful in their plans to the extent possible. Supportive services may be made available to the Tribal TANF participants directly or through service providers or employers *to enable program participants to engage in approved TANF work activities and/or to accept and maintain employment.*

(More specific definitions and directions will be included in Policies and Procedures.)

Types of Supportive Services available through Tribal TANF

- Short term training
- Vocational training (limited funding and in conjunction with other funding resources, if available)
- Higher Education (limited funding and in conjunction with other funding resources, if available)
- Transportation (car repair, fuel allowance, insurance, public transit, etc.)
- Work and training related clothing
- Work related tools
- Training related materials and supplies
- Meals during participation in a training environment
- Child care expenses (in conjunction with other funding resources)
- Grooming and hygiene for the participant or on an emergency one time basis for family members as defined in program policies.
- Domestic violence services
- Culturally relevant support services
- Teen Pregnancy prevention and education
- Individual Development Accounts

Special Supportive Services:
Diversion
Diversion services or diversion benefits are a cash payment and/or support services normally associated with providing benefits and services to families who: 1) would be grant eligible, 2) are not currently TANF recipients, 3) are at risk of becoming dependent on the TANF program, 4) are in need of one-time or limited benefit(s) to help them avoid dependency on TANF, and 5) who do not need (by their or the program's determination) or want to become a "regular" TANF client (an assistance unit receiving monthly cash assistance, requiring ongoing support services and necessitating the adult members of the family engage in work participation activities.)
Diversion services are; 1) a one time lump-sum, cash grant provided in lieu of monthly payments, 2) are not intended for families who have readily available resources, or accessible means of meeting their current needs, and 3) are not intended to be provided on a repetitive or scheduled basis.

A Diversion Assistance payment may be authorized once per twelve month period. The twelve month period starts the first of the month in which the diversion assistance is authorized.

Transitional Services
Transitional services (benefits) are support services, not cash assistance, provided to a TANF client who is moving off of TANF monthly assistance due to being over the income limit due to employment, or reaching the life-time limit, to assist the family in transitioning into their new status. Transitional Services are supportive services necessary to support the continued employment; keeping the client from returning to active TANF grant assistance.

Transition services (benefits) are limited by time, amount and/or achieving a specified income level.

A client can receive transition benefits for up to twelve (12) months or until the client's income reaches 200% of poverty, whichever comes first.

Nonrecurring Short-Term Benefits

Nonrecurring Short-term Benefits are in essence "emergency assistance" provided to current TANF recipients.

As defined in 45 CFR 286.10 (b) (1) Nonrecurring Short Term Benefits must meet three basic criteria:

1) designed to deal with a specific crisis situation or episode of need,
2) are not intended to meet recurrent or ongoing needs, and
3) will not extend beyond four months

These benefits are specifically excluded from definition of "assistance" as provided in 45 CFR 286.10 (a) and are considered/reported as support services.

This emergency assistance can be provided to TANF participants in addition to any monthly assistance and support services received without affecting their income and resource level and eligibility status.

Youth Program/Activities

In order to help prevent and reduce the incidence of out-of-wedlock pregnancies and for preventing and reducing the incidence of these pregnancies; and, to encourage the formation and maintenance of two-parent families, The Tribes have developed the coordination and implementation of a variety of activities and initiatives for youth, young people and families located on the Colville Reservation. Direct TANF Youth Activities Coordinators plan and carry out various activities which may include: presentations, guest speakers, educational programming, hands-on projects, field trips and summer projects. The Coordinators also plan and oversee Summer Youth Employment program; which includes developing job placement sites, orientation and contacts for youth workers. The Summer Youth Employment program strives to help break the cycle of dependence (of future needy parents) on government benefits by promoting the value of work, job preparation, and good job habits.

In order to measure outcomes, The Tribes will use the measures below. The measures are being used currently, and as The Tribe's program is successful and The State is currently requiring/accepting these measures, we see no need for further measures at this time.

PERFORMANCE MEASURES
Clients Leaving TANF Due to Earnings
Job Training WEX Rate
Work Participation Rate
Receiving Incentive Awards
Leaving TANF within Six (6) months

Exhibit B

Colville Tribes, Tribal TANF Program
State MOE Payment and Reporting Schedule

SFY 2011: 7-1-2010 to 6-30-2011

Corresponding SFY 2011 IGA period:	1-1-2011 to 6-30-2011
MOE owed for corresponding SFY 2011 IGA period:	$1,212,172

SFY 2012: 7-1-2011 to 6-30-2012

Corresponding SFY 2012 IGA Period:	7-1-2011 to 6-30-2012
MOE owed for corresponding SFY 2012 IGA Period:	$2,424,344

SFY 2013: 7-1-2012 to 6-30-2013

Corresponding SFY 2013 IGA Period:	7-1-2012 to 6-30-2013
MOE owed for corresponding SFY 2013 IGA Period:	$2,424,344

SFY 2014: 7-1-2013 to 6-30-2014

Corresponding SFY 2013 IGA Period:	7-1-2013 to 10-31-2013
MOE owed for corresponding SFY 2013 IGA Period:	$808,115

Total MOE funding provided for the period 1-1-2011 to 10-31-2013: $6,868,975

EXHIBIT C
ACF-196T

U. S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

ADMINISTRATION FOR CHILDREN AND FAMILIES

TRIBAL TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF) ACF - 196T FINANCIAL REPORT

TRIBE Name:	GRANT AWARD YEAR:		SUBMISSION:
EMPLOYER ID NUMBER (EIN):	REPORT PERIOD: From: To:		ORIGINAL [ ] REVISED [ ] QUARTERLY [ ] FINAL [ ]

REPORTING ITEMS	COLUMN (A) FEDERAL TFAO FUNDS	COLUMN (B) STATE CONTRIBUTED MOE FUNDS	COLUMN (C) TRIBAL FUNDS	COLUMN (D) TANF EMERGENCY FUND
1. TOTAL FEDERAL FUNDS AWARDED	$	$		$
EXPENDITURES ON ASSISTANCE				
2a. Cash Assistance Payments (Basic Assistance)	$	$		$
2b. Other Assistance Expenditures	$	$		
2c. TOTAL ASSISTANCE EXPENDITURES	$	$		$
EXPENDITURES ON NON-ASSISTANCE				
3a. Administration	$	$		$
3b. Systems	$	$		$
3c. Other Non-Assistance Expenditures	$	$		$
3d. TOTAL NON-ASSISTANCE EXPENDITURES	$	$		$
TOTALS				
4. Total Expenditures	$	$		$
5. Unliquidated Balance	$			$
6. Unobligated Balance	$			$
7. Tribal Replacement Funds	$			

THIS IS TO CERTIFY THAT THE INFORMATION REPORTED ON ALL PARTS OF THIS FORM IS ACCURATE AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF

SIGNATURE: TRIBAL OFFICIAL		TYPED NAME, TITLE
DATE SUBMITTED:	CONTROL NO. 0970-0248	PHONE NUMBER:
FORM ACF-196T PAGE 1 OF 1	EXPIRATION DATE: 03/31/2019	EMAIL ADDRESS:

EXHIBIT D
WA-TT-CR-01

EXHIBIT

TRIBAL TANF

STATE OF WASHINGTON TRIBAL QUARTERLY REPORT

TRIBE'S NAME:

CURRENT QUARTER ENDING DATE:

CASELOAD COUNT FOR THIS QUARTER:	**MONTH OF QUARTER**		
	1ST	**2ND**	**3RD**
All Cases: Unduplicated Case Count			
Child Only Cases: Unduplicated Case Count			
Single Parent Case: Unduplicated Case Count			
Two Parent Cases: Unduplicated Case Count			

STATE MOE FUNDING & EXPENDITURE DATA

FOR THIS CURRENT QUARTER

State Funds Transferred to Tribe: $

State Funds Expended by Tribe: $

SINCE INCEPTION OF THE TRIBAL TANF PROGRAM

Total Unspent State Funds: $

THIS IS TO CERTIFY THAT THE INFORMATION REPORTED ON ALL PARTS OF THIS FORM IS ACCURATE & TRUE TO THE BEST OF MY KNOWLEDGE & BELIEF

SIGNATURE: TRIBAL OFFICIAL **TYPED NAME, TITLE**

DATE: **PHONE NUMBER:**

Exhibit E – Performance Measures Report

CONFEDERATED TRIBES OF THE COLVILLE RESERVATION				
Exhibit "E"				
PERFORMANCE MEASURES QUARTERLY REPORT				
MEASURES	**FY08/1st Qtr**			
	Oct-07	Nov-07	Dec-07	
Clients Leaving TANF Due to Earnings				
Job Training WEX Rate				
Work Participation Rate				
Receiving Incentive Awards				
Leaving TANF within Six (6) months				
MEASURES	**FY-08 / 2nd Qtr**			
	Jan-08	Feb-08	Mar-08	
Clients Leaving TANF Due to Earnings				
Job Training WEX Rate				
Work Participation Rate				
Receiving Incentive Awards				
Leaving TANF within Six (6) months				
MEASURES	**FY-08 / 3rd Qtr**			
	Apr-08	May-08	Jun-08	
Clients Leaving TANF Due to Earnings				
Job Training WEX Rate				
Work Participation Rate				
Receiving Incentive Awards				
Leaving TANF within Six (6) months				
MEASURES	**FY-08 / 4th Qtr**			FY-08
	Jul-08	Aug-08	Sep-08	TOTALS
Clients Leaving TANF Due to Earnings				0
Job Training WEX Rate				0
Work Participation Rate				0
Receiving Incentive Awards				0
Leaving TANF within Six (6) months				0

Form WA-TT-CTPM-01